



# EXHIBIT SPACE APPLICATION AGREEMENT

**Home Builders Association of Washington County — Home Show 2012**  
 Show Dates: March 10 & 11, 2012  
 Show Facility: Hagerstown Community College ARCC Arena

**Exhibitor Information:**

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Cell Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Company Name for Program Listing: \_\_\_\_\_

Electricity Needed: Yes No  
 Electrical Needs (except lighting): \_\_\_\_\_  
 \_\_\_\_\_  
 Tables Needed: 4' \_\_\_\_\_ 6' \_\_\_\_\_ 8' \_\_\_\_\_  
 # Exhibitor Badges Needed: \_\_\_\_\_  
 List all products and/or services to be displayed:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If available, I would prefer to have a booth in \_\_\_\_\_ area(s). See attached floor plan.

**2011 Exhibitors:** Reserve last year's booth space by returning your application with 50% payment by October 31st.

Booth Rates	HBAWC Member (Check box below)	Non-Member (Check box below)
1- 10'x10' booth	<input type="checkbox"/> \$450.00	<input type="checkbox"/> \$575.00
2- 10'x10' booths	<input type="checkbox"/> \$850.00	<input type="checkbox"/> \$1050.00
3- 10'x10' booths	<input type="checkbox"/> \$1175.00	<input type="checkbox"/> \$1500.00
4- 10'x10' booths	<input type="checkbox"/> \$1575.00	<input type="checkbox"/> \$1975.00
1- 12'x12' booths	<input type="checkbox"/> \$700.00	<input type="checkbox"/> \$825.00
2- 12'x12' booths	<input type="checkbox"/> \$1250.00	<input type="checkbox"/> \$1450.00

This Agreement is between the Exhibitor and the Home Builders Association of Washington County ("HBA") regarding the Show to be presented at the Facility during the Show Dates. Exhibitor shall rent from the HBA a booth assigned by the HBA of the same size as the booth preference stated above for display purposes only at the Show; however the HBA in its sole discretion and at no additional cost to Exhibitor, may substitute different space of equal or larger size.

Exhibitor shall pay the HBA the booth price stated on this agreement. **ONE HALF MUST BE PAID UPON EXECUTION OF THE AGREEMENT, WITH THE BALANCE DUE NO LATER THAN JANUARY 16, 2012.** If Exhibitor fails to make payment by the due date, or does not display an exhibit in the appropriate space by the beginning of the Show, then the Exhibitor's space and any rights to display and exhibit shall be forfeited, with all amounts paid by the Exhibitor retained by the HBA as liquidated damages. Exhibitor shall comply with all Rules and Regulations of the Show that are printed on the back of this agreement and incorporated herein by reference, and also with such other rules and regulations that may be adopted from time-to-time by the HBA. If Exhibitor does not comply with any other provisions of the Contract or any other rules and regulations, the HBA may pursue all rights and remedies available under the law. The Below signed acknowledges having read the rules and regulations including on the back hereof.

**Submit completed, signed contract with 50% deposit and Certificate of Insurance to the HBA office at the mailing address below.**

**Authorized Signature for Exhibiting Company:** \_\_\_\_\_

**DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ THE RULES ON THE REVERSE SIDE. RETAIN A COPY FOR YOUR RECORDS.**

## EXHIBIT SPACE APPLICATION AGREEMENT part 2

### Home Builders Association of Washington County — Home Show 2012

1. **Booth Specifications.** The following supplies are provided for each 10 linear feet of booth space: 1– 500watt electrical outlet, 1 table 4', 6', or 8' length, aluminum supports and aisle posts, an 8' high back wall and 3' side dividers from which flameproof drapes are suspended. All side walls of exhibitor displays over 3' in height must be finished or covered. No exposed unfinished area is permitted. HCC is equipped with Wi-Fi. Requirements for phone lines must be made with HCC.
2. **Electricity.** If additional outlets are required, exhibitors must supply a power strip. All extension cords should be the 3-prong type and in good working order. If your exhibit has special electrical requirements, they must be noted on the exhibitor application. Prior arrangements must be made for exhibits requiring water.
3. **Booth Construction.** Exhibits must be finished on both sides, unless arrangements are made with the HBA office for high side curtains. Attention should be paid to neighboring exhibitors with constructing exhibits. Exhibits should not exceed a side height of 8 feet unless prior arrangements are made.
4. **Move in.** Move in for Home Show 2012 will start on Friday, March 9 at 7am and end at 7pm. **All exhibitors must leave by 7pm.** Exhibitors with large exhibit items may be contacted to set up late in the evening of Thursday, March 8.
5. **Move out.** EXHIBITS MAY NOT BE DISMANTLED PRIOR TO THE CLOSE OF THE HOME SHOW 2012 ON SUNDAY, MARCH 11 AT 4PM. Dismantling and/or the removal of display material could result in the exhibitor being refused participation to future HBAWC Home Shows.
6. **Exhibit Activities/Sales.** Exhibitors are encouraged to have activities in their booths, such as contests, handouts, prizes, drawings, demonstrations, etc. Canvassing is limited to the exhibitor's space. No selling and/or promotional materials will be permitted outside booth space. Exhibitors shall make sure that there is adequate room within the space for all visitors to the exhibit, and no exhibit may be presented in the aisles or which could adversely affect the Show or any other exhibitor. Exhibitors must collect and pay any appropriate taxes on products sold and shall hold the HBA harmless from any liability thereof. Sales are permitted and orders may be taken.
7. **Food and Beverage Sampling.** Any exhibitor sampling food or beverage for sale must comply with local health department regulations. Any exhibitor giving away beverages or food items such as popcorn must provide appropriate floor coverings.
8. **Floor Covering.** Exhibitors requiring carpet for their booths must obtain such covering at their own expense. Any exhibitor displaying heavy objects such as block or brick must cover the floor with rubber matting.
9. **Trash Removal.** Exhibitors are responsible for the removal of all boxes and trash from their exhibit. Receptacles are provided. Items too large for the receptacles may be placed next to the receptacles.
10. **Booth Locations.** The HBA will attempt to assign locations by exhibitor preference and to provide distance from direct competition, but cannot guarantee exclusivity of a product or that similar products will not be exhibited in nearby or adjoining spaces.
11. **Subletting Booth Space.** Booth spaces may not be assigned, sublet, traded or apportioned, other than to those who manufacture or sell products sold by the exhibitor.
12. **Exposition Service.** Penn State Exposition Services of Harrisburg, Pennsylvania is the official exposition service of Home Show 2012. Exhibit Space items not included in exhibit space rental may be contracted separately with Penn State Exposition Services by calling 717-236-6733
13. **Signs. THE HBA WILL NOT SUPPLY COMPANY SIGNS.** Each vendor must supply his/her own company signs. Booths will be marked with numbers for identification purposes.
14. **Booth Staffing.** *Booths must be staffed during all show hours. Exhibitor badges must be worn at all times, and exhibitors must display their badges for admission.* Exhibitor shall, for all purposes, be solely responsible for all aspects of its exhibit, including the performance, actions and appearance of all personal staffing the exhibit. If in the HBA's opinion any individual associated with Exhibitor is acting or attired in the manner which is offensive, inappropriate, or not in the best interest of the Show, the HBA or any other exhibitor, then Exhibitor shall immediately remove that individual from the exhibition hall, and if it fails to do so then the HBA may remove the individual and the Exhibitor shall be liable for and indemnify and defend against all damages relating thereto.
15. **Exhibitor parking.** Exhibitors are required to park in the lots as designated by Show management. Those not in compliance are subject to ticketing by campus security.
16. **Security.** Security is provided during show hours and two hours after closing each day. The ARCC is secured during non-show hours, however HCC, the Hawk's Booster Club and HBA shall not be held responsible for damage or theft.
17. **Insurance.** Exhibitors must provide workers' compensation, property insurance and general liability insurance and, on request, shall show proof of that insurance to the HBA.
18. **American Disabilities Act.** Exhibitors shall be responsible for making exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold the HBA harmless for any failure in this regard.
19. **Limitation of Liability.** HBA officers, directors, members, agents and employees, HCC and the Hawk's Booster Club; and all of their heirs, representatives, successors and assigns; shall have no responsibility or liability for any injury, loss (including theft), damage or liability to exhibitor or any related individual or part of visitors to its exhibit, or any property owned by any of them or in their possession, from any cause whatsoever, relating to or occurring at the show. Exhibitor shall indemnify and defend the HBA and the other parties described above against all claims, lawsuits, expenses and judgments of any kind whatsoever relating to any injury, loss, damage or liability described above or directly or indirectly resulting from or relating to any actions, inactions or negligence of the exhibitor or its related parties or visitors to its exhibit, directly or indirectly relating to the show, this contract or otherwise. **Certain services of the Show are provided by parties other than the HBA. The HBA has no liability whatsoever for those services which must be obtained from authorized sources. Exhibitor shall comply with all regulations of the facility.** If the exhibit hall is destroyed or damaged by any cause or if in the HBA's discretion any other circumstance make it difficult, inadvisable or not in the best interest for the Show to be conducted or for Exhibitor to occupy its space, then at the HBA's option, this Contract shall terminate. In such event, Exhibitor waives and releases all claims for damages in any way relating to such termination, except the HBA shall refund any amounts already paid for space rental.
20. **Amendments.** Except where stated otherwise, this agreement defines services and equipment provided for the show by the HBA. It is the responsibility of the exhibitor to notify the HBA about any needs not addressed specifically in this agreement. The HBA is under no obligation to provide any services not listed in this agreement. HBA reserves the right to make the final interpretation of all rules governing the Show and the exhibitor agrees to abide by the rulings.

**INITIAL AGREEMENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Home Builders Association of Washington County

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